

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE	:	Case No. AAA 14 390 01125 11
LODGE NO. 5	:	
	:	
	:	
- and -	:	Grievance: Anthony Avery
	:	
	:	
CITY OF PHILADELPHIA	:	

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("F.O.P.") are parties to a collective bargaining agreement; and,

WHEREAS, Anthony Avery ("Avery") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Avery's behalf, contending that the City has violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has in any way violated its collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

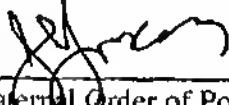
NOW, THEREFORE, the parties agree as follows:

1. The City agrees to transfer Avery to the Center City Police District.
2. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
3. Nothing in this agreement shall be construed as an admission by the City that it in any way violated the collective bargaining agreement.
4. In further consideration of the foregoing, the Grievant agrees to release the City, its departments, boards, agencies, officials, employees and agents from any claims he had, has, or may have against them arising out of the subject matter of the aforementioned grievance.

5. The Grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject matter of said grievance, including but not limited to claims of breach of duty of fair representation.
6. This agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or any legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
7. Avery, the FOP and the City agree to maintain the confidentiality of the terms of this Settlement Agreement. If asked about the result of the disputes between the parties regarding Avery's case, the parties agree to inform the inquiring parties that the dispute has been "resolved" and that the parties are prohibited from discussing the terms of the resolution.
8. By entering into this agreement, all parties hereto acknowledge that they have read the agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.

WHEREFORE, the FOP, the City, and Corrado, intending to be legally bound hereby,

enter into this agreement this _____ day of _____, 2012, as evidenced by
their signatures or the signatures of their representatives below.


Fraternal Order of Police
Lodge No. 5

Date: 7-19-12


Philadelphia Police Department

Date:


Anthony Avery

Date: 7-17-12